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**SCHEDULE ONE
TO
SOFTWARE END USER LICENSE AND SERVICE AGREEMENT
(PeopleSoft HRMS)**

This Schedule is made as of December 22, 1994 ("Schedule Effective Date") by and between PeopleSoft, Inc. ("PeopleSoft") and Safeway, Inc. ("Licensee"). This Schedule is part of the License Agreement between the parties dated December 22, 1994 ("Agreement"). PeopleSoft's standard Support Services Terms and Conditions shall be a part of this Schedule only in the event Licensee elects to purchase Support Services. Capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. Handwritten or typewritten text (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text of this Schedule shall have no effect and shall not add to or vary the terms of the Agreement. All such additions (whether submitted by Licensee or PeopleSoft) are objectionable and deemed material.

ACCEPTED BY:

SAFEWAY, INC.

Authorized Signature

DAVID CHING, SVP - CEO

Printed Name and Title

ACCEPTED BY:

PEOPLESOF, INC.

Authorized Signature

Robert D. Finney, Cognisant

Printed Name and Title

Approved As To
Legal Form
12/22/94
Initial Date

	<u>Per Copy License Fee</u>	<u>Production Copies</u>	<u>Test & Development Copies</u>	<u>License Fee</u>
HRMS Software				
Human Resources	N/A	1	0	
Benefits Administration	N/A	1	0	
FSA Administration	N/A	1	0	
Payroll	N/A	1	0	REDACTED

Subtotal from Page 6:

Subtotal from Page 7:

TOTAL FEES:

Database Version:DB2	Operating System: MVS	Hardware Model:
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For the Total Fees of Schedule One Licensee shall receive the following:

	<u>Qty.</u>	<u>DB2</u>
PeopleTools - Restricted Development	1	included
Training Units	186	included
Support Days ¹	29	included
Documentation	2	included

¹One (1) Support Day is equivalent to an eight (8) hour work day.

ORIGINAL

ADDITIONAL SOFTWARE / SERVICES

<u>Software/Service</u>	<u>Manufacturer</u>	<u>Per Item Fee</u>	<u>Quantity</u>	<u>Fee</u>
SQLHost (includes one SQLGateway)	Gupta Technologies, Inc.		1	
SQLGateway	Gupta Technologies, Inc.		1	
Workstation Access (includes base application access, Workstation SQR, QueryLink, Crystal).	PeopleSoft, Inc.		unlimited	
Server SQR	Sybase, Inc./MITI	REDACTED		
Other:	Crystal Computer Services			
	Sybase, Inc./MITI		1	REDACTED

Subtotal :

Payment terms: Licensee shall pay PeopleSoft the Total Fees per the following payment schedule:

- 50% of the Total Fees shall be due upon the Schedule Effective Date;
- 25% of the Total Fees shall be due upon installation of the Software listed on this Schedule, but no later than sixty (60) days from the Schedule Effective Date; and
- 25% of the Total Fees shall be due upon Licensee's acceptance of the Software listed on this Schedule. Licensee shall have sixty (60) days from the date of installation of the Software to test and confirm that the Software operates substantially in accordance with the standard user guides as supplied with the Software and the benchmarks incorporated herein as Exhibit B. Unless Licensee notifies PeopleSoft in writing that the Software does not operate substantially in accordance with the standard documentation, the Software shall be deemed to be accepted. If Licensee determines that the Software does not perform substantially in accordance with the above mentioned results, Licensee must notify PeopleSoft in writing of the specific discrepancies. Licensee and PeopleSoft agree to work together for a period not to exceed forty-five (45) days to resolve these discrepancies. If these discrepancies are not resolved in forty-five (45) days, Licensee has the option of terminating this Agreement, returning the Software and receive a full refund of the Total Fees paid.

Software Support Services Renewal Terms: After the initial year of the Schedule Effective Date, Licensee may elect to continue Support Services by paying an annual Support Services fee of seventeen percent (17%) of the then current license fee for the Software listed on this Schedule. For a term of five (5) years thereafter, Licensee shall pay the lesser of (i) the then-current Support Services fee for the Software as listed on this Schedule or (ii) a fee that shall be no greater than 108% of the fee charged for the previous year of Support Services.

Replacement Version of Software: For a term of this Agreement, Licensee has the option of replacing the licensed DB2 database version of the Software with any other available database version of the Software for no additional license fees. This replacement option does not include replacement of any third party software that may need to be replaced due to the conversion to the new database version. This option is available to Licensee only if Licensee remains a subscriber to Software Support Services. PeopleSoft installation or consulting services requested by Licensee to assist with conversion to the replacement version will be charged at PeopleSoft's then current consulting rate plus related travel and living expenses. Once the conversion to the replacement version is complete, Licensee agrees to return or certify the destruction of the DB2 version of PeopleSoft HRMS to PeopleSoft.

LICENSEE SITE ADDRESS Safeway, Inc. 3366 West 1820 South Salt Lake City, UT 84104	BILL-TO ADDRESS Safeway, Inc. 430 Jackson St. Oakland, CA 94607	SHIP-TO ADDRESS Safeway, Inc. 3366 West 1820 South Salt Lake City, UT 84104
REDACTED	REDACTED	REDACTED
LICENSEE TRAINING ADMINISTRATOR		CORRESPONDENT
REDACTED		REDACTED